

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
DOCKET NO. 3:21-CV-00202-FDW-DSC

CHANTEL BENJAMIN, *as Guardian Ad*)
Litem for A.B., a minor,)

Plaintiff,)

vs.)

CHARLOTTE-MECKLENBURG BOARD)
OF EDUCATION, *et al.,*)

Defendants.)

ORDER

THIS MATTER is before the Court on Defendants' Motion to Dismiss Plaintiff's Second Amended Complaint, (Doc. No. 26), and the parties' Joint Motion for Settlement, (Doc. No. 40). The parties have fully briefed their Joint Motion for Settlement and, after careful review of the pleadings, exhibits thereto, and applicable law, the Court GRANTS the Joint Motion for Settlement. The Court therefore DENIES AS MOOT Defendants' Motion to Dismiss.

As set forth more fully in the parties' fully executed Settlement Agreement and Release, (Doc. No. 40-1), Defendants, Charlotte Mecklenburg Board of Education and Henry "Buff" Dillard (hereinafter referred to as "**Defendants**") have agreed to pay to Plaintiff Chantel Benjamin, as Guardian ad Litem for A.B., a minor (hereinafter referred to as "**Plaintiff**"), and Plaintiff has agreed to accept the sum of TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00) in full, final, and complete settlement and satisfaction of all claims of Plaintiff, of every type and kind arising out of the matters and things alleged, or which might have been alleged, in the Complaint in this action; and the Court having investigated the matter of the proposed settlement, the Court is of the opinion and finds as a fact that the proposed compromise settlement is fair,

reasonable, and in the best interest of Plaintiff.

IT FURTHER APPEARING TO THE COURT that the Guardian ad Litem of the minor, Chantel Benjamin, and Defendants agreed upon a compromise settlement of all claims of Plaintiff, including the medical, hospital, and all other expenses incurred in the treatment of the injuries sustained by Plaintiff, and the outstanding medical bills, shall be satisfied separate and apart from the proceeds of this Order and pursuant to a Release of All Claims agreement.

AND IT FURTHER APPEARING TO THE COURT and the Court finds as a fact, that the legal services rendered to Plaintiff, by her attorneys, Wooden Bowers, PLLC, in Charlotte, North Carolina, in connection with the maintenance of this suit and the negotiations of the settlement embraced by this judgment were and are reasonably necessary for the benefit of Plaintiff, and that the amount hereinafter authorized for payment for said legal services, said services being fair and reasonable, shall be paid separate and apart from the proceeds of the recovery made in the settlement;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. The parties' Joint Motion for Settlement, (Doc. No. 40), is GRANTED.
2. That Plaintiff shall have and recover of Defendants the sum of TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00), which has been delivered to Plaintiff's counsel, in trust, receipt of which is hereby acknowledged and Plaintiff's counsel shall disburse the proceeds of said recovery, as, as follows:
 - (a) \$518.65 made payable to Medicaid;
 - (b) \$5,000.00 made payable to Wooden Bowers, PLLC, for attorney's fees; and
 - (c) \$14,481.35 made payable to the Clerk of Court of Western District of North Carolina for and on behalf of A.B., a minor, and the Clerk of Court shall disburse said proceeds as provided

by law.

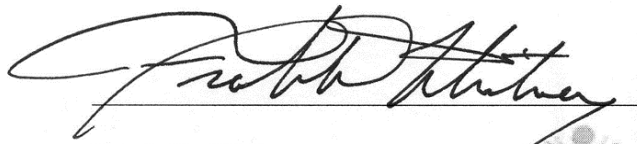
3. That Plaintiff shall have and recover nothing further of Defendants by reason of any manner and thing alleged or which might have been alleged in the Complaint in this action, the aforesaid payments being in full, final, and complete settlement and satisfaction of all claims of Plaintiff by reason of any of the matters and things alleged, or which might have been alleged, in the Complaint in this action, that this matter is hereby **DISMISSED WITH PREJUDICE**;

4. Each party shall bear their own costs of this action as heretofore incurred; and

5. Defendants' Motion to Dismiss Plaintiff's Second Amended Complaint, (Doc. No. 26), is **DENIED AS MOOT**.

IT IS SO ORDERED.

Signed: June 22, 2022


Frank D. Whitney
United States District Judge

